

## **AMENDMENT TO THE INTERCONNECTION AGREEMENTS**

This amendment ("Amendment") to the interconnection agreements ("Agreements") is being entered into by and between Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company d/b/a SBC Connecticut, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and SBC Texas, and Wisconsin Bell, Inc. d/b/a SBC Wisconsin, (collectively, "SBC-13STATE") and MCI Metro Access Transmission Services LLC (including those Agreements held by MCI Metro as successor in interest to MCI WORLDCOM Communications, Inc., Brooks Fiber Communications, Inc., and Intermedia Communications LLC) ("collectively, "MCI") and amends the Agreements, in effect as of the Amendment Effective Date, between the Parties in the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

**WHEREAS**, SBC-13STATE and MCI are parties to Agreements that were previously submitted to the state Commissions for approval; and

**WHEREAS**, the Parties wish to amend the Agreements as set forth in this Amendment;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

### **1. INTRODUCTION**

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreements.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

### **2. AMENDMENT TO THE AGREEMENT**

- 2.1. On and after the Amendment Effective Date (as defined in Section 3 of this Amendment), the Agreements are hereby amended by adding Attachment A of this Amendment ("Appendix Out of Exchange Traffic") to the Agreements as a new appendix.

### **3. AMENDMENT EFFECTIVE DATE**

- 3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the applicable state Commission or, absent such Commission approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date").

### **4. TERM OF AMENDMENT**

- 4.1 Except as modified herein, all other rates, terms and conditions of the Agreements shall remain unchanged. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreements.

### **5. RESERVATIONS OF RIGHTS**

- 5.1 The Parties acknowledge that they disagree as to whether this Amendment is necessary for the Parties to exchange Out of Exchange Traffic (as defined in Attachment A of this Amendment) and

that, in entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have about whether this Amendment, or any of its specific terms or conditions, is required for the exchange of Out of Exchange Traffic.

5.2 The Parties further acknowledge that this Amendment is intended to be an interim solution for the exchange of Out of Exchange Traffic and that in the event any legislative or administrative body of competent jurisdiction (including the FCC and the Commissions) or any court of competent jurisdiction promulgates legally effective statutes, rules, regulations or orders which materially affect any provision of this Amendment or either Party's obligations regarding Out of Exchange Traffic, the Parties shall, upon the written request of either Party, negotiate promptly and in good faith in order to amend the affected Agreements in accordance with such statutes, rules, regulations or orders.

5.3 The Parties further acknowledge that this Amendment and the terms and conditions set forth in Attachment A are specifically intended to apply prospectively only and that the Parties shall continue to use existing interconnection facilities and traffic routing arrangements for the exchange of Out of Exchange Traffic to the extent that such facilities and routing arrangements were used to exchange Out of Exchange Traffic prior to the Amendment Effective Date.

5.4 The Parties fully reserve, and do not waive, any and all rights under their existing Agreements with respect to any orders, decisions, legislation or proceedings, and any remands thereof, from any federal or state regulatory, legislative or judicial action(s), including, without limitation, their intervening law or change of law rights relating to the following actions which the Parties have not yet fully incorporated into their Agreements: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) ("USTA I") and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. June 16, 2004) ("USTA II"); the FCC's "Triennial Review Order," CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36); the FCC's "Interim Rules" in WC Docket No. 04-313 and CC Docket 01-338 (FCC 04-179) (rel. August 21, 2004); and any order issued in CC Docket 96-98 or the FCC's rulemaking *In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket 01-92 (est. April 27, 2001). Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Amendment constitutes an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004) and the FCC's Notice of Proposed Rulemaking *In the Matter of IP-Enabled Services*, WC Docket 04-36 (rel. March 10, 2004).

## 6. MISCELLANEOUS

6.1 This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute a single agreement.

**IN WITNESS WHEREOF**, each Party has caused this Amendment to be executed by its duly authorized representative.

**MCImetro Access Transmission Services LLC**

**Illinois Bell Telephone Company d/b/a SBC  
Illinois, Indiana Bell Telephone Company  
Incorporated d/b/a SBC Indiana, Michigan Bell  
Telephone Company d/b/a SBC Michigan,  
Nevada Bell Telephone Company d/b/a SBC  
Nevada, The Ohio Bell Telephone Company  
d/b/a SBC Ohio, Pacific Bell Telephone  
Company d/b/a SBC California, The Southern  
New England Telephone Company d/b/a SBC**

**Connecticut, Southwestern Bell Telephone, L.P.  
d/b/a SBC Arkansas, SBC Kansas, SBC  
Missouri, SBC Oklahoma and/or SBC Texas,  
and Wisconsin Bell, Inc. d/b/a SBC Wisconsin  
by SBC Operations, Inc., its authorized agent**

By: \_\_\_\_\_

Printed: Michael A. Beach

Title: Vice President, Carrier Management

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: AVP-Local Interconnection Marketing

Date: \_\_\_\_\_

**FACILITIES-BASED OCN # \_\_\_\_\_**

**ACNA \_\_\_\_\_**

**ATTACHMENT A: OUT OF EXCHANGE APPENDIX**